

MISSISSIPPI DEPARTMENT OF EMPLOYMENT SECURITY

Request for Proposal

RFP No. 10-22

**To develop, produce, and deliver media campaign materials to bring
about an awareness of the Mississippi Subsidized Transitional
Employment Program (MS STEPS)**

Equal Opportunity Employer/Program
Auxiliary aids and services available upon request
to individuals with disabilities: TDD/TTY 601-321-6056

Mississippi Department of Employment Security
1235 Echelon parkway
Jackson, MS 39213

Please address questions to:

Charles Touchstone
Chief Procurement Officer
Mississippi Department of Employment Security
1235 Echelon Parkway
Jackson, Mississippi 39213
EMAIL: bids@mdes.ms.gov

I. Overview

The Mississippi Department of Employment Security (MDES) is requesting proposals for the development and delivery of a statewide media campaign to publicize the Mississippi Subsidized Transitional Employment Program (MS STEPS). MDES requests proposals from qualified marketing firms not exceeding One Million Dollars (\$1,000,000.00) to develop, produce, and deliver a media campaign including, but not limited to, television, radio, and print campaign materials with strategic, culturally appropriate and high impact messages targeting specific audiences. Additionally, the successful marketing firm will choose one individual to work exclusively with MDES and act as an on-site advisor and liaison between MDES and the marketing firm for the duration, closeout, and final reporting of the campaign, including an analysis of the campaign's effectiveness.

II. Duration

The MS STEPS program will begin in December of 2009, and continue through September 30, 2010. MDES expects the media campaign to begin in January and be completed by mid March, 2010.

III. Background

MS STEPS provides compensation to employers for the extraordinary costs associated with employing individuals and the cost associated with providing transferable skills to those employees who are skill deficient.

MS STEPS is a transitional employment program that provides a wage subsidy to an employer that participates in the program and a paid hourly wage and a transferable work skill to a participant that is engaged in the program.

MS STEPS will provide the following benefits:

- Knowledge of skills essential to fully and adequately perform job duties;
- Reimbursement to the employer:
 - 1st month – 100%
 - 2nd month – 100%
 - 3rd month – 75%
 - 4th month – 50%
 - 5th month – 50%
 - 6th month – 25%
- Six months of support for which the participant is being employed in, taking into account the content of employment and the prior work experience of the participant.

MS STEPS Participant Eligibility Requirements:

A. Employer Eligibility

Any private non-profit and private for profit employer can participate in the MS STEPS Program provided they are registered and in good standing with the MDES Tax Department, and carry a current Workers Compensation policy or have proof of a Self-Insured Plan, if required by law. The following are exceptions in participation:

No firm or industry in violation of local, state, or federal labor laws is eligible for reimbursement assistance nor will a proposal be approved if it is determined that abnormal conditions, such as a strike, a lockout or other similar conditions exist at the establishment or any of its affiliates within the state.

MS STEPS funds shall not be used to fund an establishment which has been suspended or barred from doing procurement business with any agency of the Executive Branch of government. Any employer who receives funds under a MS STEPS agreement will provide immediate written notice if at any time the employer or its subsidiaries learn that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

B. Participant Eligibility

Individuals that participate in the MS STEPS program must be at least 18 years of age, have at least one child in the home under the age of 18 years old and have an income of less than 250% of the Federal Poverty Guideline.

IV. Prospective Contractor Eligibility Requirements

Proposals will be accepted from firms whose business is based on the highest standards of marketing practice. Preference will be given to firms which have demonstrated marketing and advertising experience.

The firm must have sufficient financial resources available to meet project and production deadlines without advance payment from MDES. (MDES will pay for services and materials upon delivery and receipt of itemized invoices submitted on a schedule to be agreed upon by the parties).

Prospective contractors must:

- Be licensed to do business in Mississippi
- Have a track record of meeting performance expectations

- Must not be delinquent to any agency or subdivision of the State of Mississippi for required reports, taxes, or fees

V. Proposal Requirements

Unless otherwise indicated, the prospective contractor must meet all of the following requirements to be considered for evaluation under this RFP. It is the prospective contractor's responsibility to review the entire RFP and respond fully to all requirements.

1) Cover Page

Name of Organization
Project Title
Name of Project Director and Financial Officer
Contact Person
Address
Telephone, Fax number and E-mail Address

2) Proposal Abstract

The Abstract must be typed using 12 point font (Times New Roman) with double spacing and limited to **one page**, with one (1) inch margins.

Text of Abstract:

1. Explanation: Descriptive analysis of what the campaign will address.
2. Goals and Objectives: State the major goals and objectives of the campaign.
3. Methodology: Explain the plan for achieving goals and objectives.
4. Evaluation: Describe the techniques for tracking activities and measuring success of campaign goals and objectives.

Annotation- Provide a three to five sentence description of the campaign, which identifies the purpose, goals, objectives, and activities used to meet objectives and materials that will be developed.

An authorized representative of the prospective contractor must sign this section of the proposal.

3) Organizational History

- Provide proof of strong knowledge about and demonstrated experience in media campaigns.

- Demonstrate knowledge of, and experience with, governmental campaigns.
- Demonstrate experience in production of media and marketing products.
- Demonstrate experience in, analysis of, and availability of resources for, strategic placement of media campaign materials.
- Demonstrate extensive experience in designing, producing, and printing educational and marketing products.
- Submit a maximum of two (2) dated work samples of similar campaigns, campaign materials, press releases and resulting articles from 2005 through present. (**None of these materials will be returned.**)

4) The Campaign Proposal Plan

This section of the proposal must include the overall MS STEPS campaign plan, implementation, evaluation of the campaign, and organizational structure.

An authorized representative of the prospective contractor must sign this section of the proposal.

Campaign Plan (Present an overall plan for this project)

The campaign plan should address the following:

- Provide an overview of the geographic area and target population(s) to be served and specify efforts to reach each of the State's eighty-two (82) counties;
- Identify the goals and objectives of the campaign;
- Describe the plans to achieve the goals and objectives;
- Discuss the time-frame and schedule for campaign development, implementation and evaluation (Prospective Contractors should be aware that MDES expects the media campaign to begin before the end of January and to be completed by mid March, 2010. As such, the schedule for campaign development and implementation will be a crucial consideration when selecting the winning proposal);
- Explain how this campaign will impact employers and participants;

- Identify the markets/geographic areas where the campaign will be implemented.

Description of Tools to Evaluate Campaign Effectiveness (Give detailed explanations of the evaluation process for this campaign)

Include a data collection plan that will be used to track the success of this campaign.

Describe internal controls that will be used by the prospective contractor to detect deficiencies in campaign operation and to implement corrective actions whenever such deviations/deficiencies are discovered and documented.

Organizational Structure

Describe the administrative and organizational structure by which the campaign will function. Organizational charts outlining the structure must be included in the appendices. Explain how the campaign staff will be supervised and provide job descriptions for all staff funded under the campaign in the appendices. Job descriptions should include job titles, lines of supervision, responsibilities, educational and experience requirements. Describe anticipated contractual agreements funded under the proposed campaign, including financial and programmatic oversight. Describe how these contracts will be monitored.

On-Site Project Coordinator

MDES will require the selected contractor to provide an On-Site Project Coordinator. This individual will serve as the project communications coordinator and act as a liaison and advisor to MDES for the duration of the project. The On-Site Project Coordinator will work with MDES staff and will share in the responsibility of ensuring the success of the MS STEPS program. This individual should be available to MDES at all times and will be provided a work space and access to needed materials and resources. The On-Site Project Coordinator will abide by MDES's policies and procedures and conduct themselves in a proper, professional and dignified manner. The selected contractor will provide the On-Site Project Coordinator with the necessary mobile communication devices that are compatible with MDES communication devices.

Note: MDES will have final approval of the individual chosen as the On-Site Project Coordinator and reserves the right to reject any individual appointed to this position by the selected contractor.

5) Proposed Budget

Describe how the proposed budget supports the administrative and programmatic activities necessary to manage the campaign and accomplish the proposed

objectives.

Include an itemized budget of expenditures for the services and activities identified in the proposal.

The contract between MDES and the selected contractor is expected to include all or part of the requested services below. ***Please give prices per item on the following:***

- Determine strategies for publicizing the MS STEPS program for potential employers and participants;
- Provide methodology and appropriate materials for the process to monitor and evaluate the effectiveness of the campaign;
- Provide an after action report for the campaign and determine and report on the effectiveness of each facet of the campaign and each market;
- Design media strategies for the campaign;
- Provide all source files (such as graphics or photography files);
- Negotiate, place and oversee broadcast media efforts;
- Negotiate and oversee printing process, including writing specifications (meeting all agency requirements), obtaining quotes, placing print orders, and supervision of printing the final product created by MDES and the firm for the campaign
- Provide graphics used for the MDES's staff to utilize for the website.

Budget Justification

The budget justification (narrative) will show the criteria used in determining the costs described. Prospective contractors should provide a clear detailed explanation of the proposed budget, its explicit association with the activities described in the campaign plan and the need for each item described. This description must tie to each line item in the budget.

Include brief descriptions of staff positions that will be funded in whole or in part by this award, including the On-Site Project Coordinator. Each position (including contractual staff) should be justified and relevant to campaign activities. Staff must be identified by name in the budget and justification. Similar justification should be provided for travel items, equipment, contractual services, supplies, etc. Transportation costs such as mileage reimbursement for

the use of personal vehicles, lodging and per diem must be budgeted at comparable State approved reimbursement rates. The Mississippi Department of Finance and Administration sets the reimbursement rates for travel.

Note: Funds awarded will be subject to monitoring. Proposals submitted with an incorrect budget and justification will not be considered for funding.

An authorized representative of the prospective contractor must sign this section of the proposal.

6) Appendix

The Appendix should include all supporting documentation, such as:

- A disclosure of current or past affiliation or contractual relationships with other governmental entities;
- Dated work samples of campaigns, campaign materials, press releases, and resulting articles from 2005 through present;
- An organizational chart for the proposed campaign;
- Job descriptions for all staff funded under the campaign;
- Resumes of key personnel hired for the campaign, including the On-Site Project Coordinator. Resumes should include: employment title, current position within the organization, professional experience, including number of years in each major area of expertise that impacts service in this project, education, including number of years and field of study, and other pertinent information;
- A timetable for the proposed campaign objectives and activities, explain how each activity will be monitored and evaluated (Timelines);
- Letters of support from organizations or groups who support and will allow the media materials within their facility. Support letters should indicate the time and space allotted for the campaign to be implemented and maintained on a regular basis. Statements of agreement should also be attached to the letter of support from persons within the organization who agree to donate time to the campaign;
- Documentation of 501 (c)(3) status, if applicable;
- Documentation of prospective contractor's registration with Internal Revenue Service (IRS) (Federal Tax ID #);

- Documentation of the prospective contractor's registration with the Mississippi Department of Employment Security (State Unemployment Tax Account number);
- Documentation of the prospective contractor's registration with the Mississippi State Department of Revenue (State Tax Identification number).

VI. MDES Responsibilities

- Provide oversight and monitoring in compliance with state and federal requirements.
- Develop, maintain and revise programmatic monitoring tools.
- Provide ongoing technical assistance to ensure optimal compliance of campaign implementation and execution.
- Process payment requests in a timely manner, once all required documentation has been provided and subject to the Laws and Rules of the State of Mississippi in regard to payment for services.
- Intervene in any contractor's operation for cause as determined by MDES.

VII. Compensation for Services

Compensation for services will be in the form of a fixed price agreement.

VIII. Schedule of Activities and Submission

Proposals will be reviewed by an evaluation committee. Awards will be based upon total scores by the review committee. Prospective contractors will be evaluated on their entire proposal, including rates, proprietary policies, work samples, etc.

The schedule of RFP activities is as follows:

| | | |
|---------------------------------------|----------------|---------------|
| RFP Issue Date | | Dec. 11, 2009 |
| Questions to MDES by | 2:00 P.M. CST | Dec. 21, 2009 |
| MDES Written Responses | | Dec. 23, 2009 |
| Proposals Opened | 11:00 A.M. CST | Jan. 5, 2010 |
| Contract Effective Date (On or after) | | Jan. 8, 2010 |

The proposal must be typed using 12-point font (Times New Roman) with double spacing and be no more than 30 pages, excluding appendices. The page margins should be one (1) inch. All pages MUST be clearly numbered, on standard size

(8 ½ x 11 inches) paper and printed on only one side.

The proposal submission must be sealed and consist of **one (1) complete original** (marked) proposal, **four (4) copies** of the proposal, and **one (1) CD-ROM** of the proposal in Microsoft Word format. Proposals must be mailed or hand delivered. Proposals submitted via facsimile (faxes), or electronically will not be accepted.

A person authorized to sign for the prospective contractor's organization and each partner agency/entity must sign the original.

It is suggested that if a proposal is mailed to MDES, it should be posted in certified mail with a return receipt guaranteed. MDES will not be responsible for mail delays or lost mail.

All proposals must be received by MDES no later than 11:00 a.m. CST, January 5, 2010, based on MDES official time.

Sealed Proposals should be mailed to and labeled as follows:

MS STEPS Multimedia Campaign – RFP NO. 10-22
Mississippi Department of Employment Security
Charles Touchstone, Chief Procurement Officer
1235 Echelon Parkway
Jackson, Mississippi 39213

SEALED PROPOSAL – DO NOT OPEN

Or delivered and labeled as follows:

MS STEPS Multimedia Campaign – RFP NO. 10-22
Mississippi Department of Employment Security
Charles Touchstone, Chief Procurement Officer
1235 Echelon Parkway
Jackson, Mississippi 39213

SEALED PROPOSAL – DO NOT OPEN

Receipt or acceptance of a proposal does not imply commitment or obligation on the part of the State of Mississippi to fund any proposal submitted.

Deposit of a proposal into the mail or delivery to a different person or address does not constitute proposal submission unless the proposal is in fact received at the foregoing address by the time stated. Hand delivery of proposals is strongly encouraged. Receipts will be issued upon request. Proposals that are hand-delivered must be submitted to the above address by the foregoing date and time.

The parties submitting proposals are responsible for ensuring that they are delivered by the required time and assume all risks of delivery. **Proposals and modifications or corrections thereof received after the closing time specified will not be considered.** Any proposal received subsequent to the specified date and time will be returned to the prospective contractor unopened. The proposal must be signed by a company official with authorization to bind the contractor to its provisions.

Proposals submitted by wire, e-mail, electronic format, or phone will not be accepted. Proposals are to be submitted in writing with appropriate certification signatures as indicated.

The proposal shall be valid for at least sixty (60) days subsequent to the proposal opening.

IX. Proposal and Award Rules

A. Acceptance of Proposal Content

MDES reserves the right, in its sole discretion, to waive minor irregularities in proposals. A minor irregularity is one that does not affect the cost stated in the proposal, give one party an advantage or benefit not enjoyed by all parties or adversely impact the interest of MDES. Waivers, when granted, shall in no way modify the RFP requirements or excuse a party from full compliance with the RFP specifications and other contract requirements if the party is awarded the contract. The contents of the proposal of the selected contractor may become contractual obligations if a contract ensues. Failure of the selected contractor to accept these obligations may result in cancellation of the award. Precedence of contractual documents will be Contract, RFP, and Proposal (as accepted).

B. Rejections of Proposals

MDES has the authority to reject any and all proposals received as a result of this RFP, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interest of MDES.

C. Changes

All awards will be based upon fund availability. MDES reserves the right to terminate or modify any part of this procurement process at any time and for any reason; to award one contract or multiple contracts; to negotiate changes; to make no awards; and to issue new and/or revised policies and clarifications at any time. If it becomes necessary to revise any part of this RFP, addenda will be provided to all entities who received the original RFP by posting on MDES website at www.mdes.ms.gov.

D. Proposal Authorship and Ownership

Use of professional proposal writers is discouraged since the quality of the proposal is one method for evaluating the skills of the staff and the ability of the organization to run the campaign. All proposal writers who do not work for the proposing organization on an ongoing basis must be identified and cannot be paid proposal writing fees from current or future MDES awards.

All proposals become property of MDES. Proposals will be made available for inspection only after award of contract. For this reason, proprietary material should be clearly labeled as such. The classification of an entire proposal as proprietary or trade secret is not acceptable and may result in rejection of the proposal. Request to review proprietary information will be handled in accordance with state law and applicable procedures. All disclosures of proposal information to interested parties will be made in compliance with MDES's policies and procedures established in accordance with the Mississippi Public Records Act of 1983 defined in Section 26-61-1 of the Mississippi Code and exceptions found in Section 25-61-9 and 79-23-1.

E. Conflict of Interest

All proposals must be accompanied by a statement disclosing (1) any involvement, financial or otherwise, that an employee, officer or agent of MDES may have in the prospective contractor's organization and (2) any involvement, financial or otherwise, that any employee, officer of any other governmental agency may have in the prospective contractor's organization.

F. On-Site Reviews and References

MDES reserves the right to request information relative to references and to make on-site visits to the prospective contractor's place of business for examination of program capabilities. This examination may include inspection of facilities, review of the accounting system, and interviews with staff and trainees. On-site visits may be used in funding decisions.

G. Common Rule

In accordance with Section .36 (e); A.110.44 (b) of the Common Rule, MDES encourages, whenever possible, the utilization of small businesses, minority-owned firms, women's business enterprises, and labor surplus area firms.

H. Fiscal Administration

Each service provider must establish and maintain accounting and reporting systems that meet MDES and Federal requirements.

I. Audit Bonding and Insurance

Each public or non-profit organization that expends a total of five hundred thousand dollars (\$500,000.00) or more in Federal funds from all funding sources must conduct a single audit in accordance with the requirements of OMB Circular A-133, Audits of States, Local Governments and Nonprofit Organizations. Organizations are also subject to the Single Audit Act of 1996. Any audit shall comply with applicable Federal and State rules, regulations, policies and procedures per OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments.

Organizations must submit either a comparative audit, which would include data from prior year and the year previous to that, audits for the past two (2) years if a comparative audit is not available or end of year financial statements for the last two (2) years if an audit has not occurred. Organizations may also be required to provide additional financial information upon request.

Prior to initial disbursement of funds, MDES shall receive a statement from the contractor's insurer certifying that it has appropriate and comprehensive insurance covering any incident arising from its operation. Such insurance shall at a minimum, include the following types of insurance and coverage limits:

1. Comprehensive General Liability - \$1 million each occurrence, with MDES added as an additional insured
2. Workers Compensation
3. Employee Dishonesty Bond Insurance with third party liability coverage and with limits of \$100,000.00

Should the minimum amounts listed above prove to be inadequate at any point during the contract period, prospective contractor will be required to obtain adequate insurance.

J. Pricing

The charges in the proposal must not exceed those charged by the prospective contractor to any other individual or organization for the same or similar services.

The prospective contractor must guarantee that prices and/or cost data have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition. This neither precludes nor impedes the formation of a consortium of companies and/or agencies.

The prospective contractor further certifies that all costs and prices are good faith best estimates as of the time the proposal is submitted.

K. Response to Inquiries

All questions pertaining to this RFP must be submitted in writing to the above address by 2:00 p.m., CST, Monday, December 21, 2009, based on MDES official time. Inquiries may also be submitted via email to bids@mdes.ms.gov, or by fax to (601) 321-6060, and must be received by MDES by the date indicated above. Questions submitted after this date and time will not be considered. Prospective contractors shall provide an email address or fax number for MDES to direct the consolidated "question and answer" document. MDES answers will be provided in writing and transmitted via email or fax to all prospective contractors who are known to have received a copy of the original RFP. The RFP and the consolidated "questions and answers" will be posted on the MDES website (www.mdes.ms.gov, then click on RFPs and Bid Notices). Only answers transmitted in this manner will be considered official and valid by the MDES. No negotiations, decisions, or actions shall be initiated by any prospective contractor as a result of any verbal discussion with any State or Agency employee or contractor.

X. Proposal Scoring and Selection

A. Proposal Rating Criteria

The award will be made to the best proposal. The criteria and the level of importance associated with each criterion are listed (Refer to Section V. Proposal Requirements). The criteria for selecting the best proposal are the following:

1. Cover Page (Important)
2. Proposal Abstract (Critical)
3. Organizational History (Very Important)

4. The Campaign Proposal Plan (Critical-Esp. Time-frame & Schedule)
5. Proposed Budget Plan (Critical)
6. Appendix (Very Important)

The score will be determined according to the degree of compliance made in the proposal in meeting each component of the responsibilities and requirements in this RFP. Prospective contractors must, upon request of MDES, furnish satisfactory evidence of their ability to provide services in accordance with the terms and conditions of these requirements. MDES may obtain information about the prospective contractors' ability to meet requirements through reference checks or any other means available. MDES reserves the right to make the final determination as to the prospective contractors' ability to meet requirements.

NOTE: MDES will restrict the availability of the proposals during the evaluation process so as to improve the efficiency of the evaluation and award process. After award, all information and documents applicable to the awarded contract will be available to any business or person during normal working hours.

B. Response to the RFP

This is a pass/fail criterion applied to all proposals. If the proposal is incomplete, contains inaccurate information, or fails to contain the program design required by the RFP, it may be deemed unresponsive and may not be considered for funding.

C. Pre-Award Survey

This is a discretionary criterion that may be applied. It is based upon a site review to determine whether a prospective contractor's facilities, equipment, staffing levels, administrative systems, and staff qualifications are adequate.

D. Negotiation Rights

MDES reserves the right to negotiate with any or all prospective contractors concerning modification to proposals. Discussions may be conducted with prospective contractors who submit proposals determined to be reasonably susceptible of being selected for award, but proposals may be accepted without such discussions.

E. Contracts

Funding awards will not be final until MDES and the selected contractor have negotiated and executed a written contractual agreement and this agreement is approved by the Personal Services Contract Review Board. If a contract is awarded, the selected contractor will be required to comply with general provisions that will be part of the contract. These general provisions are included as Attachment B to this RFP. Any resulting contract shall be governed by the applicable provisions of the Personal Service Contract Review Board Regulations, a copy of which is available at 301 North Lamar Street, Jackson, MS, for inspection.

F. Incurring Costs

MDES assumes no liability for costs incurred in responding to this RFP or for costs incurred in anticipation of a contract.

G. Protests

A prospective contractor wishing to protest MDES's selection or fund allocation decision may submit a written protest to MDES within fifteen (15) calendar days after the notification of a decision. The protest will be conducted in accordance with MDES's procurement policy.

XI. Award and Notification

All prospective contractors will be notified of the decision regarding their proposal. Contract terms will be negotiated once the proposal, budget and budget justification have been approved by MDES.

XII. Standard Conditions

A. Independent Contractor

The selected contractor must perform all services as an independent contractor and must discharge all of its liabilities as such. No act performed or representation made, whether oral or written, by the selected contractor with respect to third parties shall be binding on MDES or MDHS.

B. Specifications & Performance Standards

The contractor will use MDES's established processes and procedures, written materials, and interviews with staff to develop, produce, and deliver the project. All concepts, graphic designs and elements, and other

materials developed within the terms of this contract will become the property of MDES and, accordingly, will be expected as a deliverable at the end of the contract period.

MDES maintains high quality standards in content and production of printed and audiovisual materials.

C. Copyrights

MDES shall determine the disposition of the title to and the rights under any copyright by the selected contractor or employees on copyrightable material first produced or composed under this agreement and (ii) hereby grants to MDES a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use and to authorize others to do so, all copyrighted or copyrightable work not first produced or composed by contractor in the performance of this agreement, but which is incorporated in the material furnished under the agreement, provided that such license shall be only to the extent contractor now has, or before the completion or full final settlement of agreement may require, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

D. Personnel

The employees of the selected contractor furnishing or performing any of the services specified under this agreement shall do so in a proper, professional and dignified manner.

E. Equal Opportunity and Fair Treatment Assurance

Contracts, grants, loans, purchases and all other financial transactions are administered by MDES equally to all without regard to race, color, creed, sex, religion, national origin, disability, or age. In addition, the prospective contractor understands that MDES is an equal opportunity employer and maintains a policy that prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other unlawful consideration. During the term of the contract, the selected contractor must strictly adhere to this policy in its employment practices and provision of services.

MDES requires and supports equal opportunity and non-discrimination in all programs MDES funds.

F. Acknowledgment of Amendments

Prospective contractors shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid by identifying the amendment number and date in the space provided for this purpose on the bid form or by letter. The acknowledgment must be received by MDES by the time and at the place specified for receipt of bids. Amendments will be posted to the MDES website.

(See www.mdes.ms.gov, then click on RFPs and Bid Notices).

G. Prospective Contractor's Representation Regarding Contingent Fees

The prospective contractor represents as a part of such contractor's bid or proposal that such contractor has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

H. Prospective Contractor's Representation Regarding Gratuities

The prospective contractor represents that is has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in State and Federal Law.

I. Prospective Contractor's Certification of Independent Price Determination

The prospective contractor certifies that the prices submitted in response to the solicitation have been arrived at independently and without – for the purpose of restricting competition – any consultation, communication, or agreement with any other prospective contractor or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices incorporated in proposal submittal.

J. Compliance with E-Verify

The prospective contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The prospective contractor agrees to maintain

records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. The prospective contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. The prospective contractor understands and agrees that any breach of these warranties may subject the prospective contractor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to the prospective contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, the prospective contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

K. Consideration and Method of payment

Reimbursed for allowable costs will be made after they have been identified and approved in a contract negotiated and executed by the parties. The selected contractor will be required to maintain documentation necessary to support each cost.

MDES agrees to pay the selected contractor in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies”, Sections 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment by the State within forty-five (45) days of receipt of the invoice. All payments shall be in United States currency.

The selected contractor will be required to submit invoices electronically throughout the term of the agreement. Invoices shall be submitted to the state agency using the processes and procedures identified by the State and MDES. Payments by state agencies using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the contractor’s choice.

The acceptance of payment from MDES shall operate as a release of all claims against the State.

L. Relationship of Parties

It is expressly understood and agreed that MDES enters into a contract with the selected contractor based on the purchase of a service and not based on an employer-employee relationship.

M. Applicable Laws

The prospective contractor is responsible for complying with all applicable federal, state, and local laws and regulations. Prospective Contractors must not be delinquent to any agency or subdivision of the State of Mississippi for required reports, taxes, or fees.

The MS STEPS program is not subject to the reporting requirements under the American Recovery and Reinvestment Act of 2009 (ARRA); however, the program is sanctioned by ARRA and any contract resulting from this RFP may be subject to other ARRA award terms. (See Attachment C, ARRA Award Terms).

N. Governing Law

This solicitation and any resulting contract shall be governed in all respects by the laws of the State of Mississippi and any litigation with respect thereto shall be brought in the courts of Jackson, Hinds County, Mississippi.

XIII. List of Attachments and Forms

The following are included as attachments to this request:

Attachment A – Proposal Package

Attachment B - General Contract Provisions

Attachment C - ARRA Award Terms

Attachment A

Proposal Package

MS STEPS MULTIMEDIA CAMPAIGN

Be sure to answer each question as requested below. All responses must follow the instructions provided. This Requirement is a precondition to scoring and funding any proposal.

Mississippi Department of Employment Security

| | | | |
|---|---------------------------------------|--|---------------------------------------|
| MS STEPS Multimedia Campaign Statewide | | | |
| Organization: | Federal Tax ID Number: | | |
| Contact Person: | Phone Number: | | |
| Physical Address: | | | |
| Mailing Address (If different): | | | |
| E-Mail Address: | Fax Number: | | |
| Checklist: The following items comprise our Proposal: <table style="width: 100%; margin-top: 10px;"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Cover Page <input type="checkbox"/> Proposal Abstract <input type="checkbox"/> Organization History <input type="checkbox"/> Campaign Proposal Plan <input type="checkbox"/> Proposed Budget <input type="checkbox"/> Appendix </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Attachment A </td> </tr> </table> | | <input type="checkbox"/> Cover Page <input type="checkbox"/> Proposal Abstract <input type="checkbox"/> Organization History <input type="checkbox"/> Campaign Proposal Plan <input type="checkbox"/> Proposed Budget <input type="checkbox"/> Appendix | <input type="checkbox"/> Attachment A |
| <input type="checkbox"/> Cover Page <input type="checkbox"/> Proposal Abstract <input type="checkbox"/> Organization History <input type="checkbox"/> Campaign Proposal Plan <input type="checkbox"/> Proposed Budget <input type="checkbox"/> Appendix | <input type="checkbox"/> Attachment A | | |
| I herby declare that the information provided in this proposal is accurate, valid and a full disclosure of requested information. I am fully authorized to represent the organization listed above, to act on behalf of it, and to legally bind it in a matter related to this proposal. | | | |
| Name: | Title: | | |
| Signature: | | | |
| Date: | | | |
| For MDES Use Only | | | |
| Date Received: | Time Received: | | |
| Received By: (Print Name) | Signature: | | |

Mississippi Department of Employment Security PROPOSAL PACKAGE

MS STEPS Multimedia Campaign Statewide

VENDOR STATEMENT OF COMPLIANCE

Prospective Contractor's Representation Regarding Contingent Fees

The prospective Contractor represents as a part of such Contractor's proposal that such Contractor has not retained any person or agency on a percentage, commission, brokerage, or other contingent arrangement to secure this contract.

Debarment

The prospective Contractor certifies as a part of such Contractor's proposal that such Contractor is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contract issued by any political subdivision or agency of the State.

By submission of this proposal, I have agreed to adhere to **all conditions and requirements**, as set forth in the Mississippi Department of Employment Security's Request for Proposal. I further understand that my failure to comply with all requirements and qualifications will result in disqualification of my proposal relative to this procurement action. I have submitted appropriate documentation and completed proposal form(s) as necessary to substantiate this evaluation. If inadequate, my proposal will not meet the proposal requirements and will be evaluated as "Not Meeting Specifications."

To concur, sign below:

OFFEROR: _____ Date: _____

Attachment B

***General Contract Provisions
and Standard Assurances***

MS STEPS MULTIMEDIA CAMPAIGN

Attachment B
General Contract Provisions and Standard Assurances

The Mississippi Department of Employment Security (MDES) will include contract terms that address the following:

The Contractor assures that it:

1. has the legal authority to apply for and receive the Contract; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Contractor's governing body, authorizing the contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Contract to act in connection with the contract and to provide such additional information as may be required;
2. will give the MDES, MDHS, the State Auditor's Office, the Federal grantor agency, and the Comptroller General, or any of their authorized representatives, access to and the right to examine all records, books, papers, documents, or items related to the contract;
3. will establish and maintain both fiscal and program controls and accounting procedures in accordance with generally accepted accounting principles and Federal grantor agency and MDES directives; and will keep and maintain such books and records for audit by MDES, by the Federal grantor agency, by the State Auditor, or by their authorized representatives; and will maintain all such records, books, papers, documents, or items for a period of at least three (3) years from the date of submission of the final reporting worksheet, or, if any litigation, claim, audit, or action has begun before the expiration of the three-year period, will retain all such items until the completion of the action and resolution of all issues involved or until the end of the regular three-year period, whichever is later;
4. will comply with the Single Audit Act Amendments of 1996;
5. will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of, personal or organizational conflict of interest, or personal gain;
6. will comply with all Federal and State statutes relating to discrimination, including, but not limited to:
 - Title VI of the Civil Rights Act of 1964, prohibiting discrimination on the basis of race, color, or national origin;
 - Title VII of the Civil Rights Act of 1964, relating to non-discrimination in matters of recruitment, hiring, promotion, and other employment practices;

- Title VIII of the Civil Rights Act of 1968, as amended, relating to non-discrimination in the sale, rental, or financing of housing;
 - Title IX of the Education Amendments of 1972, as amended, prohibiting discrimination on the basis of sex in federally assisted education programs and activities;
 - the Age Discrimination Act of 1975, prohibiting discrimination on the basis of age;
 - Section 504 of the Rehabilitation Act of 1973, prohibiting discrimination on the basis of handicaps;
 - Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990);
 - the Omnibus Reconciliation Act of 1981, prohibiting discrimination on the basis of race, color, religion, sex, national origin, age, and handicap;
 - the Drug Abuse Office and Treatment Act of 1972, as amended, relating to non-discrimination on the basis of drug abuse;
 - the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism; and,
 - Sections 523 and 527 of the Public Health Service Act of 1912, as amended, relating to confidentiality of alcohol and drug abuse patient records; and any other non-discrimination provisions in the specific statute(s) under which these monies will be granted or awarded and the requirements of any other non-discrimination statute(s) which may apply to this contract or award;
7. will ensure that buildings and facilities owned, occupied, or financed by the United States government are accessible to and usable by physically handicapped persons in accordance with the Architectural Barriers Act of 1968;
 8. will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally assisted programs. These provisions apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases;
 9. will comply with the provisions of the Hatch Act, as amended, which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds;

10. will comply, as applicable, with the provisions of the Davis-Bacon Act, the Copeland Act, and the Contract Work Hours and Safety Standards Act, regarding labor standards for federally assisted construction subagreements;
11. will conform with Executive Order (EO) 11246, entitled "Equal Employment Opportunity," as amended by EO 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60) and will incorporate an equal opportunity clause in federally assisted construction contracts and subcontracts;
12. will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act;
13. will comply with the Intergovernmental Personnel Act of 1970 relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration;
14. will comply, if applicable, with Section 102(a) of the Flood Disaster Protection Act of 1973, which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
15. will comply with the Lead-Based Paint Poisoning Prevention Act, which prohibits the use of lead-based paint in construction or rehabilitation of residence structures;
16. will assist the Federal grantor agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended; EO 11593; and the Archaeological and Historic Preservation Act of 1974;
17. will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 and EO 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972; (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 of the Clean Air Act of 1955, as amended; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended; (h) protection of endangered species under the Endangered Species Act of 1973, as amended; (i) Section 6002 of the Resource Conservation and Recovery Act; and (j) the Coastal Barriers Resources Act;
18. will comply with the Wild and Scenic Rivers Act of 1968 related to protecting components or potential components of the national wild and scenic rivers system;
19. will comply with Public Law (PL) 93-348 regarding the protection of human subjects

involved in research, development and related activities supported by this contract;

20. will comply with the Laboratory Animal Act of 1966 pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this contract;
21. will comply with Federal regulations regarding criteria for cost sharing or matching contributions;
22. will assure all funds received shall be used only to supplement services and activities that promote the purposes for which the grant is awarded, and not supplant, unless specifically authorized by the program regulations and MDES;
23. will provide certification regarding lobbying to comply with Section 319, PL 101-121 (31 USC 1352);
24. will provide the required certification regarding their exclusion status and that of their principals prior to the award in accordance with EOs 12549 and 12689 Debarment and Suspension;
25. will provide certification to comply with the Drug-Free Workplace Act of 1988;
26. will comply with the Resource Conservation and Recovery Act of 1976, as amended, which states that preference be given to recycled products in procurement activities by State and local governments receiving grants, loans, cooperative agreements, and other federal assistance when procuring goods made from recycled material when the amount of the procurement is equal to or more than \$10,000.00;
27. will comply with all applicable requirements of all other Federal and State laws, Executive Orders, regulations, and policies governing the program(s) for which these monies are provided and with the terms and conditions of the Contract Agreement.

MDES will require the selected contractor to certify the following:

REQUIRED CERTIFICATIONS

I. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, the Contract certifies that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

II. SUSPENSION AND DEBARMENT AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549 and 12689, Suspension and Debarment--

- A. The Contract certifies that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by a Federal department or agency;
 - (b) Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - (d) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- B. Where the Contract is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this form.

III. DRUG-FREE WORKPLACE (CONTRACTS WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988—

- A. As a condition of the contract, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the contract; and
- B. If convicted of a criminal drug offence resulting from a violation occurring during the conduct of any contract activity, I will report the conviction, in writing, within 10 calendar days of the conviction to MDES.

OR

III. DRUG-FREE WORKPLACE (CONTRACTS OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988 --

- A. The Contract certifies that it will or will continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contract's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an on-going drug-free awareness program to inform employees about --
 - (1) The dangers of drug abuse in the workplace;
 - (2) The contract's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs;
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - (c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the contract, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying MDES, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to MDES. Notice shall include the identification number(s) of each affected grant;

III. DRUG FREE WORKPLACE (CONTRACTS OTHER THAN INDIVIDUALS) -

Continued

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirement of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The Contract may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract. Check ____ if there are workplaces on file that are not identified here:

Place of Performance (Street address, city, county, state, zip code)

REQUIRED CERTIFICATIONS (Continued)

IV. UNRESOLVED MONITORING FINDINGS; UNRESOLVED AUDIT FINDINGS; AND LITIGATION OCCURRING WITHIN THE LAST THREE (3) YEARS

Identify any unresolved monitoring findings related to any programs that have been received by the Contract during the last three (3) years and the status of each finding:

Identify any unresolved audit findings related to any programs received by the Contract during the last three (3) years and the status of each finding:

Identify any litigation and/or administrative hearings that the Contract, the Contract's Senior Management, or Contract's Directors have been involved in during the last three (3) years, including the outcome or disposition of the case:

V. CERTIFICATION OF ADEQUATE FIDELITY BONDING

Identify any and all types of bond coverage currently in force. Include the types of bond coverage; the officers or owners and employees covered; the period covered by the bond; and the limits of coverage assigned to each officer, owner, or employee and the total limit of the bond as applicable.

For Contracts/Contractors that have been unable to obtain fidelity bond coverage, describe in detail the efforts made to obtain fidelity bond coverage and the reason coverage has not been obtained.

As the authorized representative of the contract, I hereby certify that the contract will comply with the above certifications in items I, II, and III; the information provided items III, IV and V is true and complete to the best of my knowledge, and that the coverage and amounts specified shall be maintained throughout the effective period of the contract.

CONTRACTOR NAME AND ANY OTHER NAMES UNDER WHICH THE CONTRACTOR HAS DONE BUSINESS:

CONTRACTOR ADDRESS AND ANY OTHER ADDRESSES THE CONTRACTOR HAS USED:

TYPED OR PRINTED NAME AND TITLE OF THE CONTRACT'S AUTHORIZED REPRESENTATIVE

SIGNATURE OF CONTRACT'S AUTHORIZED REPRESENTATIVE AND DATE:

Attachment C

ARRA Award Terms

MS STEPS MULTIMEDIA CAMPAIGN

Exhibit C

Reporting and Registration Requirements Under Section 1512 of the American Recovery and Reinvestment Act of 2009.

The recipient¹ agrees to the following reporting and registration requirements of Section 1512 of the American Recovery and Reinvestment Act and in accordance with 2 CFR § 176.50, if applicable:

- (a) This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act) and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.
- (b) The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act.
- (c) Recipients and their first-tier recipients must maintain current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.
- (d) The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at <http://www.FederalReporting.gov> and ensure that any information that is pre-filled is corrected or updated as needed.
- (e) The contractor shall ensure that all subcontracts and other contracts for goods and services for an ARRA-funded project have the mandated provisions of this directive in their contracts. Pursuant to title XV, Section 1512 of the ARRA, the State shall require that the contractor provide reports and other employment information as evidence to document the number of jobs created or jobs retains by this contract from the contractor's own workforce and any sub-contractors. No direct payment will be made for providing said reports, as the cost for same shall be included in the various items in the contract.

¹ As used here and hereafter, recipient means "any entity other than an individual that receives Recovery Act funds in the form of a grant, cooperative agreement or loan directly from the Federal Government." 2 CFR § 176.30.

Required Use of American Iron, Steel, and Manufactured Goods Not Covered Under International Agreements Under Section 1605 of the American Recovery and Reinvestment Act of 2009.

The recipient agrees to the following required use of American Iron, Steel, and Manufactured Goods of Section 1605 of the of the American Recovery and Reinvestment Act and in accordance with 2 CFR §176.140 when awarding Recovery Act funds for construction, alteration, maintenance, or repair of a public building or public work that does not involve iron, steel, and/or manufactured goods covered under international agreements, if applicable:

(a) *Definitions.* As used in this award term and condition—

(1) *Manufactured good* means a good brought to the construction site for incorporation into the building or work that has been—

- (i) Processed into a specific form and shape; or
- (ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(2) *Public building and public work* means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

(3) *Steel* means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.*

(1) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111–5), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) and (b)(4) of this section and condition.

(2) This requirement does not apply to the material listed by the Federal Government as follows:

[Award official to list applicable excepted materials or indicate ‘none’]

(3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this section and condition if the Federal Government determines that—

- (i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;
- (ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- (iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of Section 1605 of the Recovery Act.*

(1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this section shall include adequate information for Federal Government evaluation of the request, including—

- (A) A description of the foreign and domestic iron, steel, and/or manufactured goods;
- (B) Unit of measure;
- (C) Quantity;
- (D) Cost;
- (E) Time of delivery or availability;
- (F) Location of the project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the

recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron,

steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

(d) *Data.* To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

| FOREIGN AND DOMESTIC ITEMS COST COMPARISON | | | |
|--|-----------------|----------|-----------------|
| Description | Unit of measure | Quantity | Cost (dollars)* |
| <i>Item 1:</i> | | | |
| Foreign steel, iron, or manufactured good | _____ | _____ | _____ |
| Domestic steel, iron, or manufactured good | _____ | _____ | _____ |
| <i>Item 2:</i> | | | |
| Foreign steel, iron, or manufactured good | _____ | _____ | _____ |
| Domestic steel, iron, or manufactured good | _____ | _____ | _____ |
| <i>[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]</i> <i>[Include other applicable supporting information.]</i> <i>[*Include all delivery costs to the construction site.]</i> | | | |

Required Use of American Iron, Steel, and Manufactured Goods Covered Under International Agreements Under Section 1605 of the American Recovery and Reinvestment Act of 2009.

The recipient agrees to the following required use of American Iron, Steel, and Manufactured Goods (covered under International Agreements) of Section 1605 of the of the Recovery and Reinvestment Act and in accordance with 2 CFR §176.160 when awarding Recovery Act funds for construction, alteration, maintenance, or repair of a public building or public work that involves iron, steel, and/or manufactured goods materials covered under international agreements, if applicable:

(a) *Definitions.* As used in this award term and condition—

Designated country—

- (1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom);
- (2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Israel, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore); or
- (3) A United States-European Communities Exchange of Letters (May 15, 1995) country: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, and United Kingdom.

Designated country iron, steel, and/or manufactured goods—

- (1) Is wholly the growth, product, or manufacture of a designated country; or
- (2) In the case of a manufactured good that consist in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different manufactured good distinct from the materials from which it was transformed.

Domestic iron, steel, and/or manufactured good—

- (1) Is wholly the growth, product, or manufacture of the United States; or
- (2) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was transformed. There is no requirement with regard to the origin of components or subcomponents in manufactured

goods or products, as long as the manufacture of the goods occurs in the United States.

Foreign iron, steel, and/or manufactured good means iron, steel, and/or manufactured good that is not domestic or designated country iron, steel, and/or manufactured good.

Manufactured good means a good brought to the construction site for incorporation into the building or work that has been—

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

Public building and public work means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi- State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Iron, steel, and manufactured goods.*

(1) The award term and condition described in this section implements—

- (i) Section 1605(a) of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (Recovery Act), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States; and
- (ii) Section 1605(d), which requires application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of section 1605 of the Recovery Act do not apply to designated country iron, steel, and/or

manufactured goods. The Buy American requirement in section 1605 shall not be applied where the iron, steel or manufactured goods used in the project are from a Party to an international agreement that obligates the recipient to treat the goods and services of that Party the same as domestic goods and services. This obligation shall only apply to projects with an estimated value of \$7,443,000 or more.

(2) The recipient shall use only domestic or designated country iron, steel, and manufactured goods in performing the work funded in whole or part with this award, except as provided in paragraphs (b)(3) and (b)(4) of this section.

(3) The requirement in paragraph (b)(2) of this section does not apply to the iron, steel, and manufactured goods listed by the Federal Government as follows:

[Award official to list applicable excepted materials or indicate "none"]

(4) The award official may add other iron, steel, and manufactured goods to the list in paragraph (b)(3) of this section if the Federal Government determines that—

- (i) The cost of domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, and/or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the overall cost of the project by more than 25 percent;
- (ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or
- (iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American Act.*

(1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(4) of this section shall include adequate information for Federal Government evaluation of the request, including—

- (A) A description of the foreign and domestic iron, steel, and/or manufactured goods;
- (B) Unit of measure;
- (C) Quantity;
- (D) Cost;
- (E) Time of delivery or availability;

- (F) Location of the project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(4) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, or manufactured goods shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other appropriate actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods other than designated country iron, steel, and/or manufactured goods is noncompliant with the applicable Act.

(d) *Data.* To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the applicant shall include the following information and any applicable supporting data based on the survey of suppliers:

| FOREIGN AND DOMESTIC ITEMS COST COMPARISON | | | |
|---|-----------------|----------|-----------------|
| Description | Unit of measure | Quantity | Cost (dollars)* |
| Item 1: | | | |
| Foreign steel, iron, or manufactured good | _____ | _____ | _____ |
| Domestic steel, iron, or manufactured good | _____ | _____ | _____ |
| Item 2: | | | |
| Foreign steel, iron, or manufactured good | _____ | _____ | _____ |
| Domestic steel, iron, or manufactured good | _____ | _____ | _____ |
| <i>[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]</i> | | | |
| <i>[Include other applicable supporting information.]</i> | | | |
| <i>[*Include all delivery costs to the construction site.]</i> | | | |

Wage Rate Requirements under Section 1606 of the American Recovery and Reinvestment Act.

The recipient agrees to the following wage rate requirements of Section 1606 of the of the Recovery and Reinvestment Act and in accordance with 2 CFR §176.190 when issuing announcements or requesting applications for Recovery Act programs or activities that may involve construction, alteration, maintenance, or repair, if applicable:

When issuing announcements or requesting applications for Recovery Act programs or activities that may involve construction, alteration, maintenance, or repair the agency shall use the award term described in the following paragraphs:

(a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

(b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

Recipient Responsibilities regarding tracking and documenting Expenditures under the American Recovery and Reinvestment Act of 2009.

The recipient agrees to the following tracking and documenting responsibilities required by Section 1606 of the Recovery and Reinvestment Act and in accordance with 2 CFR §176-210, if applicable:

- (a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111– 5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 “Uniform Administrative Requirements for Grants and Agreements” and OMB Circular A–102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A–102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.
- (b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A–133, “Audits of States, Local Governments, and Non-Profit Organizations,” recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF–SAC) required by OMB Circular A–133. OMB Circular A–133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF–SAC by CFDA number, and inclusion of the prefix “ARRA-” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF–SAC.
- (c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.
- (d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

Requirement to Comply with Provision of Section 902 of the American Recovery and Reinvestment Act of 2009

Section 902 of the ARRA requires that each contract awarded using ARRA funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority to:

- (1) Examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- (2) Interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights prescribed under Section 902 of the ARRA with respect to contracts funded with recovery funds made available under the ARRA. Section 902 further states that nothing in 902 shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

Required Whistleblower Protection Under Section 1553 of the American Recovery and Reinvestment Act of 2009.

[Section 1153 of Division A, Title XV of the American Recovery and Reinvestment Act of 2009, P.L. 111-5](#), provides protections for certain individuals who make specified disclosures relating to recovery Act funds. Any non-federal employer receiving recovery funds is required to post a notice of the rights and remedies provided under this section of the Act.

Required Provision Noting Authority of Inspector General in of Section 1515(a) of the American Recovery and Reinvestment Act of 2009

Section 1515(a) of the ARRA provides authority for any representatives of the United States Inspector General to examine any records or interview any employee or officers working on this contract. The contractor is advised that representatives of the Inspector General have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

Required Provision to Comply with NEPA and NHPA *Construction, Renovation, and Remodeling Projects Only*

ARRA funded projects may be required to comply with the National Environmental Policy Act (NEPA), the National Historic Preservation Act (NHPA), and related statutes, including requirements for plans and projects to be reviewed and documented in accordance with those processes. If the ARRA program from which funds are to be expended requires such language, then NEPA and NHPA requirements may need to be included in contracts or sub-grants. Such language would be dependent on federal oversight agency guidance as well as from the following: http://nepa.gov/nepa/regs/CEQ_1609_NEPA_Guidance_03-12.pdf (NEPA only)

Requirement to Acknowledge Availability and Use of Funds

Contractors understand and acknowledge that any and all payment of funds or the continuation thereof is contingent upon funds provided solely by ARRA or required state matching funds. Pursuant to Section 1604 of the ARRA, contractors agree not to undertake or make progress toward any activity using recovery funds that will lead to the development of such activity as casinos or other gambling establishments, aquariums, zoos, golf courses, swimming pools or any other activity specifically prohibited by the Recovery Act.

Requirement Regarding Federal, State and Local Tax Obligations

By submission of a proposal, contractors and subcontractors assert and self-certify that all Federal, State and local tax obligations have been or will be satisfied prior to receiving recovery funds.

Requirement to Comply with Anti-Discrimination and Equal Opportunity Statutes

Pursuant to Section 1.7 of the guidance memorandum issued by the United States Office of Management and Budget on April 3, 2009, ARRA Recovery funds must be distributed in accordance with all anti-discrimination and equal opportunity statutes, regulations, and Executive Orders pertaining to the expenditure of funds.

Requirement to Comply With All Other ARRA Requirements

The contractor will comply with any other requirements of ARRA, upon notification by this entity.

**Requirement to Comply with E-Verification Provision of Section 71-11-3 of the
Mississippi Code of 1972, as amended**

The respondent represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (§71-11-3 of the Mississippi Code of 1972, as amended) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject contractor to the following:

- (a) termination of this Agreement and ineligibility for any State or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- (b) the loss of any license, permit, certification, or other document granted to contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year or both.
- (c) In the event of such termination/cancellation, contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.